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6 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**
7 **COUNTY OF KING**

8 LORENA MARTIN

9 Plaintiff,

10 v.

11 THE BASEBALL CLUB OF SEATTLE,
12 LLP, a Washington limited liability
13 limited partnership, d/b/a SEATTLE
14 MARINERS,

15 Defendant.

NO.

COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF AND
FOR DAMAGES

16
17 COMES NOW Plaintiff Lorena Martin ("Plaintiff"), by and through her counsel of
18 record, Lasher Holzappel Sperry & Ebberson, P.L.L.C., and asserts the following causes of
19 action against the named Defendant:

20
21 **I. PRELIMINARY STATEMENT**

22 1.1 This is an action under the Washington Law Against Discrimination, RCW
23 49.60 *et seq.* and Washington statutory and common law for declaratory and injunctive relief,
24 compensatory and monetary damages, costs, and attorney fees. Plaintiff alleges that during her
25 employment with the Defendant, Defendant discriminated against her on the basis of her race
26

1 and gender. Defendant also failed to provide Plaintiff with a safe working environment and
2 engaged in retaliatory conduct.

3
4 1.2 Plaintiff further alleges that the Defendant breached Plaintiff's employment
5 agreement by terminating her and failing to pay the severance required by the agreement.

6
7 1.3 Plaintiff further alleges that Defendant committed the torts of negligent and
8 intentional infliction of emotional distress, wrongful discharge, negligent retention and
9 negligent supervision.

10 II. JURISDICTION AND VENUE

11
12 2.1 At all material times hereto, Plaintiff Lorena Martin was an individual residing
13 in King County, Washington.

14
15 2.2 Defendant Baseball Club of Seattle, LLLP, d/b/a Seattle Mariners is a
16 Washington limited liability limited partnership with its principle place of business in Seattle,
17 Washington.

18 III. JURISDICTION AND VENUE

19
20 3.1 Original jurisdiction is vested in the Superior Court for the State of Washington
21 pursuant to RCW 2.08.010. This Court has jurisdiction to enter a declaration of rights and
22 obligations with respect to Plaintiff's rights under her employment contract, pursuant to the
23 provisions of the Uniform Declaratory Judgment Act, RCW chapter 7.24

24
25 3.2 The Superior Court has jurisdiction over the subject matter and the parties to
26 this action.

1 3.3 Venue is proper in King County pursuant to RCW 4.12.025.

2 **IV. FACTUAL ALLEGATIONS**

3 4.1 Plaintiff re-alleges Paragraphs 1.1 through 3.3 as if fully set forth herein.

4 4.2 Plaintiff is Latina.

5 4.3 Plaintiff was hired by Defendant on November 1, 2017 to the position of
6 Director of High Performance, reporting directly to the Defendant's General Manager, Jerry
7 Dipoto.

8 4.4 Plaintiff and Defendant executed an Employment Agreement ("Agreement")
9 effective November 1, 2017.

10 4.5 Pursuant to Section 7 of the Agreement, in the event of termination by
11 Defendant without "Cause," Plaintiff shall be entitled to receive as severance payment a
12 continuation of her base salary for the remainder of the "Term", among other benefits.

13 4.6 The "Term" of the Agreement is November 1, 2017 to October 31, 2020, unless
14 (1) the Defendant's baseball team, the Mariners, is in post season play, in which case the
15 contract will be extended through the final game of the 2020 post-season, or (2) "unless
16 otherwise terminated pursuant to Section 6 of [the] Agreement."

17 4.7 Pursuant to Paragraph 6.5 of the Agreement, "Cause" for termination of
18 Plaintiff's employment under the Agreement is defined as the occurrence of one or more of
19 six specifically enumerated events listed (a) through (f):

20 (a) Refusal or willful failure to carry out the lawful duties of Plaintiff described

1 in Section 1 or any orders, instructions or directives of the Defendant's Chairman or
2 President, or interference with the performance by other Defendant employees of their
3 lawful duties;
4

5 (b) Violation of a state or federal criminal law involving the commission of a
6 felony or of any crime against [Defendant];
7

8 (c) Use of illegal drugs or repeated abuse of alcohol or prescription drugs;

9 (d) Deception, fraud, misrepresentation or other material acts of dishonesty by
10 [Plaintiff];
11

12 (e) Any act which materially compromises Plaintiff's reputation, Plaintiff's
13 ability to represent Defendant with the public, or the good will or reputation of the
14 Defendant; or
15

16 (f) Any other material violation of the Agreement or of the rules, regulations,
17 directives or requirements of the Office of the Commissioner of Baseball or the related
18 Major League Baseball entities.
19

20 4.8 Paragraph 6.5 of the Agreement further provides that in the event that
21 Defendant's Cause for termination was based upon the occurrence of any event described in
22 subsections (a), (e) or (f) of Section 6.5, Defendant shall give Plaintiff thirty days' notice of its
23 intent to exercise its right to terminate and an opportunity to cure the Cause for termination.
24

25 4.9 The Agreement contains an arbitration agreement that is wholly or partly
26 unenforceable as against statutory public policy.

1 4.10 After Plaintiff was hired, Defendant General Manager Jerry Dipoto and other
2 personnel in the Baseball Operations and Player Development departments substantially and
3 materially reduced the duties and authority of the position for which Plaintiff was hired,
4 thereby reducing her standing and stature as Director of High Performance.
5

6 4.11 Mr. Dipoto and other personnel reporting to him removed Plaintiff's authority
7 to hire two critical Mental Skills personnel in her High Performance department.
8

9 4.12 Mr. Dipoto and other personnel reporting to him repeatedly demanded that
10 Plaintiff change her contract to remove Mental Skills, medical doctors, and sports scientists
11 from her oversee responsibility.
12

13 4.13 Mr. Dipoto and other personnel reporting to him rejected Plaintiff's complaints
14 about the lack of constructive communication with Andy McKay, Defendant's Director of
15 Player Development.
16

17 4.14 Mr. Dipoto and other personnel reporting to him authorized Andy McKay and
18 his staff to obtain, interpret, and disseminate data analysis to professional baseball players
19 without contacting or informing her.
20

21 4.15 Mr. Dipoto and other personnel reporting to him circumvented Plaintiff's
22 contractual authority to oversee medical doctors and medical providers by, among other things,
23 not including her in communications and changing the protocol for communicating player
24 injuries.
25

26 4.16 Mr. Dipoto and other personnel reporting to him excluded Plaintiff from critical

1 medical communications and information involving Major League player trades and the Major
2 League player disabled list.

3
4 4.17 Mr. Dipoto and other personnel reporting to him circumvented Plaintiff's
5 responsibility to oversee sports scientists, including her responsibility to assemble, integrate
6 and interpret data collected from the athlete management system she implemented by directing
7 her not to discuss or meet with players regarding the data.

8
9 4.18 Mr. Dipoto and other personnel reporting to him circumvented Plaintiff's
10 contractual authority to oversee Mental Skills by, among other things "temporarily" removing
11 Mental Skills from her supervision for a period that turned out to be her entire remaining
12 tenure, in direct contravention of her employment agreement.

13
14 4.19 Mr. Dipoto and other personnel reporting to him allowed Rob Nodine to change
15 the injury reporting methodology without consulting with or informing Plaintiff.

16
17 4.20 Mr. Dipoto and other personnel reporting to him forbade Plaintiff from making
18 jokes with players.

19
20 4.21 Mr. Dipoto and other personnel reporting to him excluded Plaintiff from being
21 present on the field during opening ceremonies or being announced during the ceremonies
22 despite the fact that many of Defendant's staff members with comparable or lower positions
23 in the management hierarchy, including Japanese translators, video analysts, clubhouse
24 attendants, as well as non-field staff team physicians were allowed on the field and announced
25 during the opening ceremonies.
26

1 4.22 Mr. Dipoto and other personnel reporting to him excluded Plaintiff from
2 executives' meetings, despite the fact that she was an executive and director.

3 4.23 Mr. Dipoto and other personnel reporting to him forbade Plaintiff from taking
4 steps to make personnel changes within her area of direct oversee and report responsibility.

5 4.24 Mr. Dipoto and other personnel reporting to him reduced Plaintiff's Major
6 League away-game travel from 60 days to 12 days.

7 4.25 Mr. Dipoto and other personnel reporting to him forbade Plaintiff from traveling
8 the first two months with the rationale: "I don't want the players getting a need for you."

9 4.26 Mr. Dipoto and other personnel reporting to him directed Plaintiff to cancel team
10 third party consultant physical therapist employment contracts in breach of those agreements
11 and over her reasonable objections.

12 4.27 Mr. Dipoto and other personnel reporting to him caused cost items to be inserted
13 into Plaintiff's budget with the intent to make her appear to have gone over budget.

14 4.28 Mr. Dipoto and other personnel reporting to him forbade Plaintiff from talking
15 to the media despite the fact that her peers and various male and/or non-Latino members of
16 her staff were permitted by Mr. Dipoto to talk with the media.

17 4.29 Mr. Dipoto and other personnel reporting to him required Plaintiff to prepare
18 weekly reports when her male and non-Latino counterparts were not required to prepare
19 weekly reports.

20 4.30 Mr. Dipoto and other personnel reporting to him forbade Plaintiff from
21

1 requesting weekly reports from her own direct reports.

2 4.31 Mr. Dipoto and other personnel reporting to him forbade Plaintiff from
3 attending Clubhouse meetings when her peers and her male and/or non-Latino members of her
4 staff were allowed to attend.
5

6 4.32 Mr. Dipoto and other personnel reporting to him forbade Plaintiff from going
7 into the dugout. Scott Servais was gambling money on Felix Hernandez's training schedule
8 because of his "laziness."
9

10 4.33 Mr. Dipoto and other personnel reporting to him refused to let Plaintiff train
11 Felix Hernandez on the Northeast road trip that Mr. Hernandez had specifically requested she
12 go on. Mr. Hernandez consequently got injured on this trip.
13

14 4.34 Mr. Dipoto and other personnel berated Latino players for not training while
15 non-Latino players could avoid training without repercussions.
16

17 4.35 Plaintiff's mistreatment was motivated by her race and gender.

18 4.36 In January 2018, in a meeting with Andy McKay and Mr. Dipoto, Mr. Dipoto
19 called Plaintiff a "cocky Latina." At this same meeting, Mr. McKay also called Plaintiff
20 "stupid." Mr. Dipoto heard the statement and smirked, smiled and let out a slight laugh. At
21 this same meeting, Mr. Dipoto stated that Latino players "don't work hard and are lazy and
22 dumb." Mr. McKay agreed, stating that "they are just plain stupid."
23
24

25 4.37 During meetings in January, 2018, Mr. Dipoto stated in a serious and
26 condescending manner that "Latino players don't work hard, they're lazy, and it's part of their

1 culture.” Scott Servais, who was in attendance replied, “especially the Dominican players,
2 they aren’t bright enough, that’s why you don’t see any Latino Managers or Latino Catchers.”

3
4 4.38 In February, 2018, during Spring Training, Mr. Servais stated to Plaintiff that
5 he did not want Plaintiff in Clubhouse meetings because she was a woman. When Plaintiff
6 complained to Mr. Dipoto about Mr. Servais’ comment to her, Mr. Dipoto dismissed Plaintiff’s
7 complaint.
8

9 4.39 At various times during the regular season, many Latino players told Plaintiff
10 that Latino players were being intentionally left out, felt excluded during meetings and
11 conversations, and were treated differently than non-Latino players.
12

13 4.40 In or around July, 2018 Mr. Dipoto and Mr. Servais took affirmative measures
14 to undermine and harm Latino player Felix Hernandez. Plaintiff informed Mr. Dipoto that
15 they needed to help Mr. Hernandez. Mr. Dipoto responded to the effect of “it’s not a big deal
16 [messing with Mr. Hernandez’s mental condition], Latino players won’t take any action about
17 it [a wrongdoing], they will forget about it in a few days.”
18
19

20 4.41 In or around August 2018, Mr. Dipoto informed Plaintiff that she was not
21 allowed to be on the field or in the dugout once the gates opened to the public during home
22 games, despite the fact that all of Plaintiff’s male, non-Latino staff were allowed to go onto
23 the field and that many other male, non-Latino non-field staff were allowed to go onto the
24 field, sometimes even bringing their family.
25
26

4.42 In or around August 2018, Mr. Dipoto stated that he blamed Latino players for

1 ruining the Clubhouse culture, and for losing games. This sentiment was repeated to the
2 Plaintiff in an effort to intimidate her.

3
4 4.43 In or around September 2018, Mr. Dipoto blamed Latino players for the team
5 not making the playoffs.

6 4.44 Plaintiff complained about Defendant's mistreatment of her on multiple
7 occasions to human resources personnel as well as to executives superior to Mr. Dipoto.

8
9 4.45 Plaintiff complained directly to Mr. Dipoto regarding his and other's efforts to
10 change her contract, to impede and frustrate her ability to succeed, and regarding the
11 discrimination against her.

12
13 4.46 Plaintiff reported her mistreatment, including her concern that her treatment was
14 motivated by her gender and race, to Defendant's Vice President of Human Resources. Human
15 Resources never followed up on her complaint.

16
17 4.47 Plaintiff reported her mistreatment, including her concerns about racial bias and
18 gender discrimination, to Andy Bottin, Employee Assistance Director, to Dr. Stanley Herring,
19 team physician, to Buck Ferguson, minority team owner, to Roger Hansen, Special Assistant
20 to the General Manager, to Martin Valerio, Director of Administration of the Dominican
21 Academy, to Leonardo Santiago, former Latin American Medical Coordinator, to Norma
22 Cantu, Director of Procurement, and to Jose Moreno.

23
24
25 4.48 In or around March 2018, Plaintiff spoke about how she was being treated
26 differently with Kevin Mather, Mariner's President, and Mr. Mather replied that Mr. Dipoto

1 was bullying her and that he would speak with Mr. Dipoto.

2 4.49 In or around March 2018, Plaintiff called Mr. Stanton to inform him about the
3 mistreatment she was experiencing, to which he cut her off and replied in a statement to the
4 effect of "I don't deal with that; that is what [Mr. Mather] and [Mr. Dipoto] are for, and please
5 refrain from talking to [Mr. Ferguson]."

6
7 4.50 In or around July 2018, Mr. Ferguson approached Plaintiff in the Clubhouse,
8 where she again complained of discriminatory treatment.

9
10 4.51 On October 5, 2018, Plaintiff emailed Mr. Dipoto regarding the mistreatment
11 and discrimination she was suffering. She received no response to this complaint.

12
13 4.52 Plaintiff witnessed no positive change of behavior by Mr. Dipoto or those
14 reporting to him. Rather, Plaintiff's treatment worsened after she complained.

15
16 4.53 On or around October 10, 2018, and without notice, Plaintiff was relieved of all
17 of her duties. Defendant claimed there were grounds for terminating Plaintiff for cause and
18 offered Plaintiff two options: resign and accept severance substantially lower than she was
19 entitled to under the Agreement, or participate in an investigation into herself that would most
20 likely result in her termination.

21
22 4.54 Prior to October 10, 2018, Plaintiff did not receive any notice that Defendant
23 intended to terminate her Agreement and was provided no opportunity to cure any possible
24 cause for termination which occurred prior to October 10, 2018.

25
26 4.55 Defendant's stated grounds for relieving Plaintiff of her duties and terminating

1 her employment was nothing more than a pretext for racial and gender discrimination.

2 4.56 After Plaintiff was relieved of her duties, required to surrender her badge,
3 identification, computer, and other Company property, and escorted from the Company's
4 offices on October 10, 2018, she subsequently learned that the Defendant considered her to be
5 on "administrative leave", and she did, in fact, continue to receive paychecks.
6

7 4.57 On or about November 15, 2018, Plaintiff received a letter from the Defendant
8 informing her that she was officially terminated as of November 15, 2018. This letter followed
9 upon and was in retaliation for her truthful statements on social media on November 12, 2018.
10

11 4.58 There is an actual and existing controversy between the parties regarding the
12 Defendant's obligation to continue severance payment pursuant to the terms of Plaintiff's
13 employment agreement. The court should enter judgment declaring that the Defendant has
14 failed to show termination "for cause" pursuant to the terms of Plaintiff's employment
15 agreement. Moreover, the court should enter judgment declaring the Defendant has failed to
16 perfect its rights to termination.
17
18

19 4.59 The court should issue injunctive relief, requiring the Defendant to continue to
20 make severance payment to the Plaintiff pursuant to the terms of her employment contract.
21

22 **V. CAUSES OF ACTION**

23 **First Cause of Action: Washington Laws Against Discrimination**

24 5.1 Plaintiff hereby incorporates by reference the foregoing paragraphs as if set
25 forth herein at length.
26

1 5.2 The above-described discrimination on the basis of race and gender is a
2 violation of RCW 49.60 *et seq.*, and Washington common law.

3
4 5.3 Plaintiff was a victim of discrimination by the Defendant, through its agents and
5 employees, including Mr. Dipoto, which would not have occurred but for her race and/or
6 gender.

7
8 5.4 Defendant's conduct, through its agents and employees, was sufficiently
9 pervasive to affect the terms, conditions, and privileges of employment. The actions taken
10 against the Plaintiff were due to Plaintiff's race and gender and were not accidental, but were
11 intentional, inappropriate, and demeaning in nature.

12
13 5.5 Defendant knew, or should have known, of the discriminatory environment
14 created and sustained by its agents and employees, all of whom held supervisory or executive
15 positions at all times. Defendant took no corrective action against various employees and
16 agents and did nothing to stop the discriminatory actions taken against Plaintiff.

17
18 5.6 Defendant is strictly liable for the actions of its agents and employees, and it
19 knew or should have known of the unlawful conduct, as its agents and employees were direct
20 or tacit participants in the unlawful discriminatory acts. Defendant was negligent in failing to
21 remedy, deter, or otherwise correct the unlawful discrimination directed towards Plaintiff,
22 which was perpetuated, conducted and condoned by the Defendant's own agents and
23 employees. Such inaction on the part of the Defendant constituted a reckless indifference to
24
25
26

1 the protected rights of Plaintiff.

2 5.7 The unlawful employment practices complained of above were intentional.

3
4 5.8 The unlawful employment practices complained of above were done with
5 malice or with reckless indifference to the protected rights of the Plaintiff.

6
7 5.9 As a result of Defendant's unlawful employment practices, Plaintiff has been
8 harmed in an amount to be proven at trial.

9
10 **Second Cause of Action: Retaliation**

11 5.10 Plaintiff hereby incorporates by reference the foregoing paragraphs as if set
12 forth herein at length.

13 5.11 Plaintiff made several complaints to various members of the Defendant's
14 management regarding the discriminatory harassment and other discriminatory behavior
15 directed toward her. In doing so, Plaintiff was exercising a statutorily protected right.

16 5.12 As a result of exercising her statutorily protected rights, Plaintiff was retaliated
17 against by Defendant unilaterally removing her job responsibilities, relieving her of her duties
18 and reducing her authority, minimizing her interaction with players, and placing her on
19 "administrative leave", among many other things.

20 5.13 Plaintiff's complaints regarding the discriminatory conduct and other
21 discriminatory behavior directed toward her were a substantial and motivating factor in the
22 retaliation by Defendant's agents and employees.

1 5.14 Defendant knew, or should have known, of the retaliation taken against Plaintiff
2 by Defendant's agents and employees, all of whom held a supervisory or executive positions
3 at all times. Defendant is therefore liable for the actions of its employees, particularly the
4 unlawful actions of its supervisors and other management personnel. Defendant failed to take
5 meaningful action to stop or prevent or remedy the retaliatory actions taken against the Plaintiff
6 after she exercised her protected rights.
7
8

9 **Third Cause of Action: Wrongful Termination**

10 5.15 Plaintiff hereby incorporates by reference the foregoing paragraphs as if set
11 forth herein at length.
12

13 5.16 At all material times hereto, Plaintiff was successfully employed by Defendant.

14 5.17 There is a clear public policy in the hiring and employing of women and
15 individuals of all races.
16

17 5.18 Plaintiff was wrongfully terminated from employment because of race and
18 gender.
19

20 5.19 Said termination was intentional, wrongful, and violates the laws of the State of
21 Washington.
22

23 5.20 As a result of Defendant's illegal conduct, Plaintiff has been injured in an
24 amount to be proven at trial.

25 **Fourth Cause of Action: Breach of Contract**

26 5.21 Plaintiff hereby incorporates by reference the foregoing paragraphs as if set

1 forth herein at length.

2 5.22 Pursuant to the terms of the Agreement, the parties agreed that in the event of
3 termination by Defendant without "Cause," Plaintiff shall be entitled to receive as severance
4 payment continuation of her base salary, among other benefits for the remainder of the duration
5 of the Agreement. "Cause" for termination is defined as the occurrence of one or more of six
6 (6) specifically enumerated events, three (3) of which required that Plaintiff be provided thirty
7 (30) days notice to cure any claimed deficiency before such events may form the basis of any
8 "Cause" for Plaintiff's termination.
9

10 5.23 The Term of the Agreement does not expire until October 21, 2020.
11

12 5.24 Plaintiff performed her job satisfactorily during her employment with
13 Defendant.
14

15 5.25 None of the six (6) enumerated events justifying a "for Cause" termination
16 occurred. Furthermore, Plaintiff was never provided notice or an opportunity to cure any
17 potential grounds for a "for Cause" termination.
18

19 5.26 Defendant has terminated Plaintiff's employment without Cause and has failed
20 to provide Plaintiff with the agreed upon severance payment, thereby breaching the terms of
21 the Agreement.
22

23 **Fifth Cause of Action: Negligent Infliction of Emotional Distress**
24

25 5.27 Plaintiff hereby incorporates the foregoing paragraphs as if set forth herein at
26 length.

1 5.28 Defendant acted in negligent disregard of the high probability of causing
2 emotional distress to Plaintiff in that Defendant knew or should have known that there was a
3 high degree of probability that emotional distress would result to Plaintiff from the
4 unwelcomed discrimination. Knowing this, Defendant acted in negligent disregard of those
5 probable results.
6

7 5.29 Defendant acted negligently, knowing that emotional distress would result to
8 Plaintiff from the discriminatory conduct. Knowing this, the Defendant acted in conscious
9 disregard of Plaintiff.
10

11 5.30 Certain acts of discrimination engaged in by the Defendant's agents,
12 representatives, and employees caused Plaintiff to suffer emotional distress and mental
13 suffering, incurred by the Plaintiff in the past, present, and future.
14

15 5.31 As a direct and proximate result of Defendant's conduct, Plaintiff has been
16 damaged in an amount to be proven at trial.
17

18
19
20 **Sixth Cause of Action: Intentional Infliction of Emotional Distress**

21 5.32 Plaintiff hereby incorporates by reference the foregoing paragraphs as if set
22 forth herein at length.
23

24 5.33 Defendant's actions as enumerated above were outrageous in nature. Defendant
25 acted in conscious disregard of the high probability of causing emotional distress to Plaintiff.
26 Defendant knew, or should have known, there was a high degree of probability that emotional

1 distress would result to Plaintiff from the discriminatory conduct. Knowing this, Defendant
2 acted in conscious disregard of those probable results and may have intended those results.

3
4 5.34 Defendant, through its agents and employees, engaged in acts of discrimination,
5 which caused Plaintiff to suffer emotional distress and mental suffering.

6 5.35 Defendant is liable for the intentional infliction of emotional distress and mental
7 suffering incurred by the Plaintiff in the past, present and future.

8
9 5.36 Defendant is vicariously liable under the doctrine of respondeat superior for its
10 agents' actions that caused Plaintiff to suffer emotional distress and mental suffering, and by
11 way of its failure to take reasonably prompt and adequate corrective action calculated to end
12 the discrimination. Defendant is liable for the intentional infliction of emotional distress and
13 mental suffering incurred by Plaintiff in the past, present, and future.

14
15 5.37 As a direct and proximate result of Defendant's conduct, Plaintiff has been
16 damaged in an amount to be proven at trial.
17
18

19
20 **Seventh Cause of Action: Negligent Supervision**

21 5.38 Plaintiff hereby incorporates by reference the foregoing paragraphs as if set
22 forth herein at length.

23
24 5.39 At all material times hereto, Defendant knew or should have known, with
25 reasonable investigation, of the Defendant's supervisors' and co-workers' inappropriate
26 conduct as described herein.

1 5.40 Defendant failed to adequately supervise and control the inappropriate behavior
2 of Plaintiff's supervisors and co-workers, namely Dipoto, McKay and Servais.

3
4 5.41 Defendant failed to prevent, remedy or reprimand the unlawful activities
5 described above as perpetuated and participated in by supervisory personnel and other
6 personnel of Defendant including Dipoto, McKay and Servais.

7
8 5.42 As Plaintiffs' employer, Defendant had a duty to provide a safe workplace.

9 5.43 Defendant breached its duties to provide a safe workplace for Plaintiff.

10 5.44 As a direct and proximate result of the Defendant's failure to adequately
11 supervise employees, its failure to take meaningful action within a reasonable time to correct
12 the atmosphere of harassment, and its failure to take reasonable action against the employees
13 who participated in such harassment, Plaintiff has been harmed in an amount to be proven at
14 trial.
15
16

17 **Eighth Cause of Action: Negligent Retention**

18 5.45 Plaintiff hereby incorporates by reference the foregoing paragraphs as if set
19 forth herein at length.
20

21 5.46 Defendant breached its duty of care owed to Plaintiff by failing to provide
22 Plaintiff with a safe working environment. By knowingly allowing Dipoto, McKay and
23 Servais to engage in discriminatory and retaliatory conduct which included their refusal to
24 investigate Plaintiff's concerns and complaints, engaging in discriminatory conduct and
25 retaliating against Plaintiff, Defendant breached its obligations to provide Plaintiff a hostile
26

1 free environment.

2 5.47 As a direct and proximate result of the Defendant's failure to adequately
3 supervise employees, its failure to take meaningful action within a reasonable time to correct
4 the atmosphere of discrimination and retaliation, and its failure to take reasonable action
5 against the employees who participated in such discriminatory and retaliatory conduct,
6 Plaintiff has been harmed in an amount to be proven at trial.
7
8

9 **VIII. PRAYER FOR RELIEF**

10 Wherefore, Plaintiff respectfully requests that this Court:

11 (1) Grant a permanent injunction enjoining Defendant, its officers, successors,
12 agents, assigns, and all persons in active concert or participation with them, from engaging in
13 any employment practice which discriminates and harasses on the unlawful bases detailed
14 above;
15
16

17 (2) Grant a permanent injunction enjoining the defendant, its officers, successors,
18 agents, assigns and all persons in active concert or participation with them from failing to
19 continue to provide plaintiff's contractual severance benefits.
20

21 (3) Order Defendant to institute and carry out policies, practices and programs
22 which provide equal employment opportunities for all employees, and which eradicate the
23 effects of its past and present unlawful employment practices;
24

25 (4) Order Defendant to make Plaintiff whole by providing compensation for past
26 and future pecuniary losses resulting from the unlawful employment practices described in the

1 above paragraphs, including out-of-pocket expenses, in amounts to be determined at trial;


2 (5) Order Defendant to make Plaintiff whole by providing compensation for past
3 and future non-pecuniary losses resulting from the unlawful practices complained of in the
4 above paragraphs, including without limitation emotional pain, suffering, anguish and loss of
5 enjoyment of life, in amounts to be determined at trial;
6

7 (6) Award Plaintiff all of the recoverable costs of this action, attorney fees, and
8 prejudgment interest; and
9

10 (7) Grant any additional or further relief as provided by law which this Court finds
11 appropriate, equitable, or just.
12

13 Dated this 19 day of December, 2018.

14 LASHER HOLZAPFEL
15 SPERRY & EBBERSON PLLC

16
17 By: 
18 Robin Williams Phillips, WSBA No. 17947
19 Shannon L. Trivett, WSBA No. 46689
20 Attorneys for Plaintiff
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